



Revision number:

Purchasing Agent: Rosalie Nance

Phone: (801) 538-3145

Email: rnance@utah.gov

Item: FREESTANDING METAL FURNITURE, FILES, CHAIRS

Vendor: 04332C MBI, Inc.
38 East 800 South
Salt Lake City, UT 84111

Internet Homepage: www.allsteeloffice.com

Contact: Michael R. Bowen
Telephone: (801) 322-0444
Fax number: (801) 322-0454
Email address: mbowen@mbibusdesigns.com

Usage Report Contact: Michael R. Bowen
Telephone: (801) 322-0444
Fax number: (801) 322-0454
Email address: mbowen@mbibusdesigns.com
Reporting Type: Line Item

Brand/trade name: Allsteel Inc.

Price: Discount from Allsteel March 2006 Price List
Terms: NET 30
Effective dates: 08/01/06 through 08/01/2009
Renewal options remaining: Two 1-year renewals
Days required for delivery: 3-4 Weeks ARO
Price guarantee period: 1 Year
Freight: No additional charge throughout the State
Minimum order: None
Min shipment without charges:
Other conditions: Contract potentially renewable through 8/01/2011

This is a new contract

BID NO. RC6914

NOTE TO AGENCIES:

THIS IS A MULTIPLE AWARD - REFER TO FOLLOWING CONTRACTS BEFORE
MAKING PURCHASING DECISION:

MA-1417	Midwest Office Supply
MA-117	Henriksen Butler
MA-345	MBI, Inc.
MA-1420	CCG Howells
PA-022	Utah Correctional Industries – Wood Furnishings and Metal Chairs
AR-2015	Craig Johnson and Associates



This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor creating a DO in Finet. Agencies will return to the vendor any invoice which reflects incorrect pricing.

MBI Inc. will be required to provide the following services as part of this contract:

1. All furniture and chair parts are fully warranted for 10 years. This warranty covers both parts and labor for three working shifts with no limitations. All labor costs are included in the warranty at no additional cost to the State of Utah.
2. MBI Inc. must have and maintain one or two dedicated representatives who will be available during regular working hours to provide customer service i.e. telephone calls, product questions, order placement, and warranty questions.
3. MBI Inc must have and maintain one or two qualified service technicians on staff.
4. MBI Inc must have hard copies of all catalogues awarded available to contract users. In addition, MBI Inc must provide a product catalogue specific to the State of Utah which includes pictures, product descriptions, and prices for all items awarded on this contract. All catalogues must be provided at no charge at the request of the contract user.
5. All furniture and chairs must be completely assembled when delivered. All pricing includes delivery and installation for all areas within the State of Utah. MBI Inc shall provide assistance in proper ergonomic set up with the end user. Installed delivery shall be defined as being completely assembled, delivered and set up at the specific designated location within the ordering agency. All packaging will be removed by MBI Inc
6. When the repair or replacement of a chair or other furniture under warranty becomes necessary, MBI Inc. shall act as a servicing agent for the manufacturer to remedy the problem. All repair/replacement work shall be coordinated by MBI Inc. All repair work must be completed within one business week of initial notification. All defective products/components shall be replaced or exchanged within seven days of the initial notification.
7. If the chair or other contracted furniture needs to be removed from the office where it is located, MBI Inc shall provide loaner furniture until repair or replacement can be completed. All repair/replacement work shall be completed at no cost to the State during the warranty period. MBI Inc is also required to have a sufficient parts inventory.
8. MBI Inc must have available an employee who can conduct ergonomic seminars for contract users to assure proper use, healthy work habits and proper interface with the user's furniture, if requested.
9. MBI Inc must have demonstration chairs available to take to any State or Local government facility for use on a trial basis at no charge.



Please refer to the following table to see the furniture/seating discounts, from their published price list, available in this contract.

PRODUCT

**DISCOUNTING FROM PRICE LIST
03/05/2006**

<i>Seating</i>	
#19	57.0%
Sum	60.5%
Energy	57.0%
Trooper	63.0%
Ambition	63.0%
Sensible	63.0%
Mirati	62.0%
Tolleson Executive	63.0%
Tolleson Side	63.0%
Raptor	57.0%
Virage	57.0%
Envoy	60.0%
Get Set	62.0%
Pendulum	60.0%
Nimble	59.0%
Ariel	60.5%
Reinhard	57.0%
<i>Storage</i>	
Bookcases	61.5%
Files-Lateral	64.0%
Files-Vertical	64.0%
Reach Storage Units	66.0%



<i>Desks/Tables</i>	
Desks, Credenzas	63.5%
Tables: Marbles	67.0%
Tables: Get Set	64.0%
Tables: Align	63.0%

FINET COMMODITY CODE(S): For Agency use only

42503000000 - BOOKCASES AND BOOKSHELVES, METAL

42506000000 - CHAIRS, METAL

42513000000 - CREDENZA UNIT, METAL

42520000000 - DESKS AND TABLES, METAL

42540000000 - FILING CABINETS, METAL: CARD, JUMBO, LATERAL, LEGAL

REVISION HISTORY:

Bid #RC6914 - Freestanding Furniture, desks, files, chairs, etc.

Creation Date Apr 20, 2006

End Date May 3, 2006 2:00:00 PM MDT

Start Date Apr 20, 2006 8:11:48 AM MDT

Awarded Date Jun 28, 2006

RC6914-1-01 Freestanding Furniture					
Vendor	Unit Price	Qty/Unit	Total Price	Attch.	Docs
THE OFFICE PRODUCTS DEALER	First Offer -	1 / contract			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Canter (KI)	First Offer -	1 / contract			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Craig Johnson & Associates	First Offer -	1 / contract		Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: We have submitted hard copy Brochures to Purcahsing Department.			
Henriksen Butler	First Offer -	1 / contract		Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: Henriksen Butler and Herman Miller would like to thank the State of Utah for allowing us the opportunity to respond to this bid. We also want to note how much we've enjoyed working with the State during this past contract period, and we look forward to continuing this relationship into the future. Sincerely, Paige Wright, VP Sales David Colling, President Barbara Bruno, Herman Miller Rep			
CCG/Howells LLC	First Offer -	1 / contract		Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
The HON Company	First Offer -	1 / contract		Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Midwest Office	First Offer -	1 / contract		Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			
Mountain West Enterprises, Inc.	First Offer -	1 / contract			Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes: #10 KSL,Hyclone Labs,LDS Church, Melaleuca,INL #11 Saltlake,Provo will deliver from SLC office. Outside of this area will be quoted. #12 SLC Office #13 yes #15 Traing provided by SLC office TBD #17 Non-obsolescence policy as per manf. #18 yes			
MBI Co	First Offer -	1 / contract		Y	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Vendor Notes:			

Vendor Totals

<u>THE OFFICE PRODUCTS DEALER</u>		\$0.00
Bid Contact	KYLE R BEHNKE k.behnke@opdealer.com Ph 801-973-8388	Address 1030 WEST 2612 SOUTH SALT LAKE CITY, UT 84119
Agency Notes:	Vendor Notes:	
<u>The HON Company</u>		\$0.00
Bid Contact	Randy Hermann hermannr@honcompany.com Ph 800-553-8230 x7086	Address 200 Oak Street Muscatine, IA 52761
Agency Notes:	Vendor Notes:	
<u>Canter (KI)</u>		\$0.00
Bid Contact	Ben Jenkinson benjamin.jenkinson@ki.com Ph 801-596-1363 Fax 801-328-4861	Address 248 Edison Street Salt Lake City, UT 84111
Agency Notes:	Vendor Notes:	
<u>Craig Johnson & Associates</u>		\$0.00
Bid Contact	Craig Johnson cja5305@aol.com Ph 801-486-2888 Fax 801-486-2897	Address 1401 South Major St. Salt Lake City,, UT 84115
Vendor Code	20995	
Qualifications	SB	
Bid Notes	Where is the space to answer qualifying questions. I will type up and attach. I am not sure you are getting everything. Please note I have supported all this information with a hard copy to the State. I have gone back to the bid and modified plus attachments.	
Agency Notes:	Vendor Notes:	
<u>Mountain West Enterprises, Inc.</u>		\$0.00
Bid Contact	Kent Poole kpooles@ypc.net Ph 801-943-8823 Fax 801-943-9822	Address 9691 Buttonwood Drive Sandy, UT 84092
Vendor Code	108866	
Agency Notes:	Vendor Notes:	
<u>Midwest Office</u>		\$0.00
Bid Contact	Steve e Peterson stevep@midwestoffice.com Ph 801-359-7681 x228 Fax 801-355-3713	Address 987 S. West Temple Salt Lake City, UT 84101
Agency Notes:	Vendor Notes:	
<u>CCG/Howells LLC</u>		\$0.00
Bid Contact	Carmelle Jensen cjensen@ccghowells.com Ph 801-359-6622 Fax 801-359-6636	Address 358 South Rio Grande Salt Lake City, UT 84101
Bid Notes	Please acknowledge receipt via email of Bid response number #RC6914 from CCGHowells dated May 2nd 2006. Time sent 3:15 MST. Please review and acknowledge bid has been received and completed in all categories as requested. Carmelle Jensen, Principal cjensen@ccghowells.com (801) 359-6622	
Agency Notes:	Vendor Notes:	

<u>Henriksen Butler</u>		\$0.00
Bid Contact	Paige Wright pwright@hbdg.com Ph 801-363-5881	Address 249 South 400 East Salt Lake City, UT 84111
Agency Notes:		Vendor Notes:
<u>MBI Co</u>		\$0.00
Bid Contact	Michael Bowen mbowen@mbibusdesigns.com Ph 801-322-0444 Fax 801-322-0454	Address 38 East 800 South SALT LAKE CITY, UT 84111
Agency Notes:		Vendor Notes:

* * All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

MBI Co

Bid Contact Michael Bowen
mbowen@mbibusdesigns.com
Ph 801-322-0444
Fax 801-322-0454

Address 38 East 800 South
SALT LAKE CITY, UT 84111

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
RC6914-1-01	Freestanding Furniture	Supplier Product Code:	First Offer -	1 / contract		Y	Y
Vendor Total						\$0.00	

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MBI is pleased to respond to the State of Utah's RFP Phase one for a Statewide Contract for Freestanding Furniture. MBI currently holds contract #MA-345 and is hopeful of continuing its relationship with the State of Utah.

MBI has been in operation for more than 25 years and has sold Allsteel products from its inception.

Answers to the State's qualifying questions are as follows:

Technical Requirements

1. A copy of Allsteel's lifetime warranty is included as an attachment. This warranty meets (and in some cases exceeds) the State's requirements.

Clarification is needed on the State's three shift, no limitations request as it pertains to seating. Sum, #19, 24-Hour Trooper and Relate work chairs are warranted for multiple shifts. All #19 materials and components are warranted for as long as the original purchaser owns the chair. Normal commercial office use for seating is defined as the equivalent of a single-shift forty-hour workweek. The appropriate warranty period for components of other Allsteel seating product that is used in excess of this schedule will be pro-rated based upon actual use.

2. MBI has a working showroom in Salt Lake City located at 38 East 800 South, which is open and staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. Contract users can view the furniture products on this contract at their convenience.

3. The website address for MBI is www.mbibusinessdesigns.com/custom. This website is presently being updated to satisfy the requirements of the State of Utah. Users will be able to click on the State of Utah Seal icon, which will take them to various links for the furniture products on contract with their respective prices. MBI is also prepared to add a link to allow contract users the ability to order directly from its website. These updates to the website could easily be accomplished within 30 days.

4. MBI will continue to have qualified and dedicated representatives available during all normal working hours to provide the service level requested by the State of Utah. Specifically, 5 different salesmen and 2 designers will be involved in work for various State agencies, with at least two available at any one time during the day. Michael Bowen, who has been working the State account and selling Allsteel Brand product for 18 years, will oversee the account as a whole and will be the main contact and liaison

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with the State as it relates to the answering of product questions, the placement of orders and warranty issues.

In addition, MBI maintains a full-time receptionist to answer telephone calls and take messages. All salespeople can also be reached on their respective cell phones in the event it is necessary and they are out of the office.

5. MBI maintains a separate warehouse facility in Salt Lake City located at 1415 S. 700 W. This warehouse and all furniture installations are overseen by Glenn Hawkins who has been an Allsteel certified installer/Service Technician for 18+ years. In addition to Glenn, MBI has 4 other qualified full time installers with close to 20 years of combined experience between them. (See attachment)

6. Allsteel prints detailed brochures of all furniture products included in this contract. These will continue to be provided at no charge to State users. Also, MBI has previously printed and distributed a catalogue specific to the State of Utah and will continue to do so if awarded a new contract. This user specific catalogue will once again be provided at no charge to State users. (See attached catalogues)

7. MBI understands that as new products are introduced by Allsteel, they will have to meet the original requirements and pricing discounts in order to be added to the existing contract.

8. It is understood that if a product or model awarded under this contract is ever discontinued by Allsteel during the term of the contract, MBI is to notify the State so the discontinued product can be removed from the contract. Such notification will be supported by documentation from Allsteel. It is further understood that a substitute product will not be allowed without State approval as allowed in question # 7 above.

9. As has been done during the previous and existing contracts, all furniture items will continue to be delivered and completely installed, regardless of the location of the State user. Additionally, the product will be placed and installed in the specified location or department of the end user and all packaging material will be removed from the premises.

10. The three requested references are as follows:

- A. Wells Fargo Bank
Jim Luras- Purchasing/ Project Management
38 E. Broadway
Salt Lake City, UT. 84111
(801) 246-3737

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B. Utah Valley State College

Jeana Miner- Purchasing
800 West University Parkway
Orem, UT. 84058
(801) 863-8429

C. Basic Research

Michael Meade- Facilities Manager
5742 w. Harold Gaty Drive
Salt Lake City, UT. 841116
(801) 517-7000

11. By employing its own installers and operating its own warehouse to receive and distribute products, MBI continues to have the ability to service all areas of the state just as it has in the past. For example, in the past few weeks, MBI has delivered and installed product for state users in the cities of Moab and Hurricane. As usual, these products were received at MBI's warehouse, delivered on MBI owned trucks and installed at the State agency by MBI installers. Having its own warehouse operation allows MBI the control necessary to properly service contract users throughout the State. MBI currently services other large commercial accounts throughout the State of Utah in the same manner.

12. Allsteel attaches barcode labels to each product or component. These labels provide a permanent record of critical data for each product. The alphanumeric serial number listed on the label identifies the specifics of each product. Communicating this serial number to our Customer Service Department then facilitates rapid replacement and or repair parts for warranty service. (See a copy of this barcode label in the Asset Bar-coding attachment.) MBI will coordinate all repair work and provide loaner furniture as needed. Allsteel and MBI understand the requirement for warranty service and agree to the terms stated.

13. Compliance with quarterly reporting requirements of this contract is understood. MBI has consistently fulfilled this request in the past and will continue to do so if awarded a new contract.

14. All Allsteel products meet or exceed ANSI/BIFMA test standards. (See attached)

15. Michael Bowen of MBI will be available to educate contract users, as needed about the ergonomic features of the Allsteel products on State contract. Having sold Allsteel products for 18 years, Michael knows the ergonomic features and benefits of the Allsteel

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line and the importance of educating users about ergonomics. Donna Meeks-Ivers, the local Allsteel Representative, also is available if the need arises. She has 15+ years of experience in the commercial furniture business and also understands the ergonomic features of the line she represents. (See Ergonomics attachment)

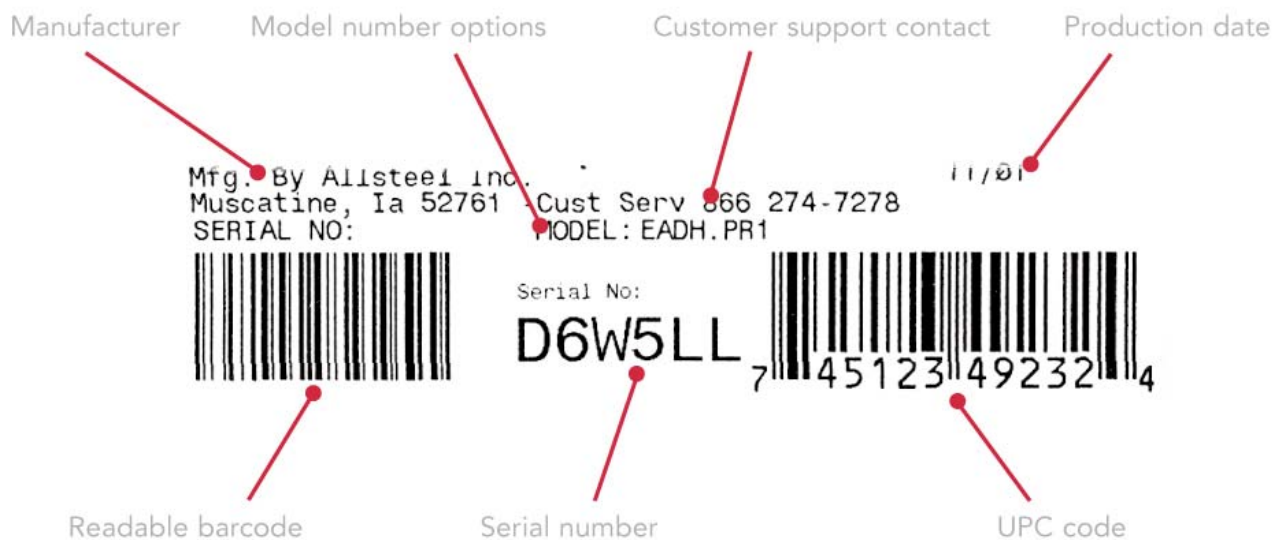
16. Ergonomic comfort and functionality are vital in office seating. A comfortable chair can also become a very personal issue for each staff member. Making chairs available for “test drives” has always been an important part of our presentations and pre-sale activities. Demo chairs are available at no charge to allow employees sufficient time for review.

17. A copy of Allsteel’s Non-Obsolescence policy is included as an attachment. Regarding the request for service on chairs up to 20 years old, we would follow the provisions of our warranty.

18. The complete Allsteel seating portfolio meets or exceeds the BIFMA dimensional standards to accommodate the 5th percentile female to 95th percentile male.

assetbarcoding

Barcode labels provide for a permanent record of order critical data and are readable into PinPoint and other Asset Management systems. This information facilitates add-on orders as well as utilization of Allsteel's Lifetime warranty on product. Data captured through the use of serialized product is made available for client use in xls/csv format.



Asset barcoding from Allsteel:

- Easy access to order history with one phone call
- Barcode labels ready for use with Asset Management systems
- Electronic order detail tracks information using your own software

ergonomics

Allsteel is committed to helping individuals function more effectively and comfortably in the office environment. To this end, we have a dedicated Ergonomics Group that supports design, marketing, and sales in ensuring all our products reflect the most recent developments and understandings in ergonomic science.

The goal of good ergonomic design is to make people more comfortable, as well as to reduce the chance of stress, strain, and injury due to repetitive motions or poorly fitting products. In turn, this helps people be more efficient and productive. To reach this goal, we utilize several state-of-the-art tools and resources to measure, evaluate, and design ergonomically advanced products.

In addition, our lab researchers have also collaborated with outside ergonomists, physicians, and industrial designers. Take a look at Sum™, #19™, and Reach™; you'll find these products achieve a new level of ergonomic comfort and functionality.



Ergonomics in your office:

- Allsteel can provide on-site consulting to insure your offices reflect the latest understandings about effective ergonomics
- Allsteel utilizes the most up-to-date ergonomic information in the design of all our products
- Ergonomics gives you better fit, increased comfort, and less chance for injury, all of which result in happier, more productive employees.

NON-OBSOLESCENCE

We are committed to providing furniture that incorporates purposeful design and ongoing product compatibility.

Allsteel Inc. was founded in 1912. Since that time, we have introduced many new products and product enhancements. We understand the importance of supporting our significant installed base of furniture. It is good business for us, and it is an important service component for our loyal clients. We agree that non-obsolescence is an important concern when making your purchase decision.

As an example, our 8000 product line of systems furniture was introduced in 1979, and can still be reconfigured or added to with 8000 line products made today. Concensys from Allsteel was introduced in 1988, and Terrace from Allsteel was introduced in 1995. These systems enjoy a large installed base, and are core products within our offering. We are proud to say that the clients that were first to purchase each of these product lines can still add on to their original panel systems. We are committed to ongoing product compatibility into the foreseeable future.

Over time, fabrics and finishes can go out of style. Since the majority of our fabrics and finishes are sourced from vendors, it is difficult for us to guarantee ongoing availability. However, if a fabric or finish is discontinued from our offering we will continue to provide the material as a COM (customer's own material) as long as it is available from our supplier.

Allsteel®

May 2, 2006

Department of Administrative Services
Division of Purchasing & General Services
Ms. Rosalie Nance
% RFP Depot

Re: Statewide Contract for Freestanding Furniture, Phase One

Dear Ms. Nance;

Allsteel is pleased to respond to Phase One of the RFP referenced above via RFP Depot. MBI, our local Servicing Dealer Partner, has prepared our joint response. You will find specific attachments from Allsteel, as requested. Having enjoyed our relationship with the State of Utah through this contract for many years, we are delighted to be invited to participate in the selection process again.

Allsteel is a premium grade furniture manufacturer headquartered in Muscatine, Iowa, and is part of the HNI Corporation, the second largest furniture manufacturer in North America. Established in 1912, the Allsteel name has been associated with leadership. We create purposefully designed and aesthetically pleasing office furniture that will perform for years to come. Applying lean manufacturing techniques, we provide more office furniture for your investment dollar and our management style, member culture and overall performance are worth noticing. Visit our website, allsteeloffice.com for more history, recognition and information.

Environmentally responsible manufacturing and products are important to Allsteel and our commitment is printed on the back of each of our product brochures. Allsteel currently has some of the fastest standard lead times in the industry. Our commitment to long-term product durability enables Allsteel to offer one of the best warranties in the industry.

When we say that we will be there to support the State of Utah, you can be sure that the resources are in place to back up our commitment. With MBI's track record of great service to the State and their capabilities in specification, design, project & move management, and certified installation, this team offers outstanding service. As the Allsteel Account Manager residing in Salt Lake City, I'm also readily available to assist and address specific Allsteel issues.

Allsteel is a market leader. We help create friendly environments that are attractive and affordable. We look forward to doing exactly that with the State of Utah. We welcome the opportunity to meet with you further to discuss this exciting opportunity, our company, partners and our products.

Sincerely,

Donna Meeks-Ivers
Account Manager
Salt Lake City
801-463-4894 office
801-554-3775 cell
iversd@allsteeloffice.com

ANSI/BIFMA APPROVALS

We test our products to the highest standards.

All Allsteel products meet or exceed current ANSI/BIFMA test standards. A list of the applicable test standards follows:

ANSI/BIFMA X5.1 – 2002 - GENERAL PURPOSE OFFICE CHAIRS
ANSI/BIFMA X5.9 – 2004 - STORAGE UNITS
ANSI/BIFMA X5.4 – 1997 - LOUNGE SEATING
ANSI/BIFMA X5.5 – 1998 - DESK PRODUCTS
ANSI/BIFMA X5.6 – 2003 - PANEL SYSTEMS

Allsteel products and related equipment conform to current federal, state, and local codes when installed according to specifications. In addition, we provide furniture with many options that comply with ADA standards for accessibility.

**Experienced, local service makes the difference – Service Technicians/Installations**

Allsteel has an extensive network of certified Servicing Partners, providing coverage to support our high standards for service and delivery, regardless of geographic location. The staff at each dealership participates in professional training to ensure that the people that specify and sell Allsteel products are knowledgeable.

Installers are required to attend and pass product installation certification training in order to be considered "certified" installers. Glenn Hawkins, supervisor of the installation services for MBI in Salt Lake City, has many years of experience installing Allsteel products. Having received certification early in his career, his team has also had the benefit of Allsteel's Field Service Manager witnessing and commending their performance on actual projects.

We're confident with the experience and expertise of the MBI installation team. As new products become available and new training necessary, an Allsteel Field Service Technician will be enlisted to provide additional certification to the MBI staff.

LIFETIME WARRANTY

Allsteel Inc. warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them.

Allsteel will, free of charge, repair or replace with comparable product, (at Allsteel's discretion), any Allsteel product or component manufactured after July 10, 2005, that fails under normal commercial office use.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials.

Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted. The materials and components listed below are covered according to the following schedule from the date of sale:

- Wood products and electrical components (lamps and ballasts are not covered) — Twelve Years.
- Seating controls, wood seating, glides, pneumatic cylinders, casters and polymer-based components, stacking chairs, foam, and Sum™ AutoFit™ technology — Ten Years.
- User-adjustable worksurface mechanisms, panel and seating upholstery fabrics, laminates, and other covering materials — Five Years.
- Normal commercial office use for seating is defined as the equivalent of a single-shift, forty (40) hour workweek.

The appropriate warranty period for components of Allsteel seating product that is used in excess of a single-shift, forty (40) hour workweek will be pro-rated based upon actual use. Sum, #19®, and 24-hour Trooper® chairs are warranted for multiple shifts. All #19 materials and components are warranted for as long as the original purchaser owns the chair.

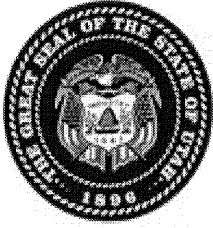
This warranty does not apply to:

- Normal wear and tear over the course of ownership;
- Modifications or attachments to the product not approved by Allsteel;
- Products not installed, used, or maintained in accordance with product instructions and warnings;
- Products used for rental purposes; and
- Damage caused by the carrier in-transit, which is handled under separate terms.

To the extent allowed by law, Allsteel makes no other warranty, either express or implied, including any warranty of merchantability or fitness for a particular purpose. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This warranty applies only to products sold within the United States and the Commonwealth of Canada. Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty please contact your Allsteel Dealer.



Vendor: **MBI Co**

State of Utah Invitation to Bid State Cooperative Contract

Company Name MBI INC		Federal Tax Identification Number 87-0362034	
Ordering Address 38 E 800 S	City Salt Lake City	State UT	Zip Code 84111
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person Michael Bowen	
Telephone Number (include area code) 801-322-0444	Fax Number (include area code) 801-322-0454	Email Address mbowen@mbibusdesigns	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) Net 30 Days		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 3-4 weeks ARO	
Brand/Trade Name Allsteel		Price Guarantee Period (see attached specifications for any required minimums) One year/ discounting for entire contract	
Minimum Order no minimum order		Company's Internet Web Address www.mbibusbusinessdesigns.com/custom	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc.			
Offeror's Authorized Representative's Signature Michael R. Bowen <i>SIGNED ELECTRONICALLY</i>		Print or type name and title Michael R. Bowen	Date 4/26/06
State of Utah Division of Purchasing Approval Douglas G. Richins, Director <i>[Signature]</i>		Date JUN 22 2006	Contract Number MA 345

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

STATE OF UTAH



SOLICITATION NO. RC6914

Freestanding Furniture, desks, files, chairs, etc.

RESPONSES ARE DUE PRIOR TO:

May 3, 2006 2:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid RC6914

Freestanding Furniture, desks, files, chairs, etc.

Bid Number	RC6914
Bid Title	Freestanding Furniture, desks, files, chairs, etc.
Bid Start Date	Apr 20, 2006 8:11:48 AM MDT
Bid End Date	May 3, 2006 2:00:00 PM MDT
Bid Contact	Rosalie Nance Purchasing 801-538-3145 rnance@utah.gov
Contract Duration	3 years
Contract Renewal	4 annual renewals
Prices Good for	1 year
Bid Comments	<p>This is a statewide, multiple award bid. The first step of the bid process, the qualifying phase, is to ensure that the State of Utah will be contracting with the type(s) of vendor (s) whose products will provide for the special needs of the users and agencies. These needs must be fulfilled in a professional way and timely manner.</p> <p>In order to be considered for the second phase or the pricing phase the vendor must meet all the technical requirements of the first phase.</p> <p>The technical requirements have been attached to this bid. You will need to respond to each of the requirements.</p> <p>You will need to submit your response electronically through RFP Depot.</p> <p>Added on Apr 26, 2006: Contract duration has increased to 4 annual renewals for a total of 5 years.</p> <p>Bidders are not required to be within 100 miles from 84103. However, they must have a showroom along the wasatch front.</p> <p>Added on Apr 27, 2006:</p> <p>The State of Utah is soliciting bids for freestanding metalframe office furniture. It does not include solid wood furniture.</p> <p>This bid is for "Grade A" quality furniture. Approved manufacturers are Steelcase, Allsteel, Herman-Miller, and Haworth. Furniture submitted for this bid must equal or exceed their specifications.</p>

Changes made on Apr 26, 2006 3:08:44 PM MDT

Previous Contract Renewal 2 annual renewals

New Contract Renewal 4 annual renewals

Changes made on Apr 27, 2006 12:30:05 PM MDT

Item Response Form

Item RC6914-1-01 - Freestanding Furniture

Quantity 1 contract

Prices are not requested for this item.

Delivery Location State of Utah

No Location Specified

Qty 1

Description

No price will be required at this time



State of Utah

Invitation to Bid

State Cooperative Contract

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government		Company Contact Person _____	
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Print or type name and title _____	Date _____
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date _____	Contract Number _____

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC (www.rfpdepot.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if

the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted www.purchasing.utah.gov/BidProcessing/BidTabulations.asp. (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision: 2 February 2006 - ITB Instructions)

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
- 11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary

information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006

**State of Utah
Two Phase Bid
Statewide Contract for Freestanding Furniture**

TWO STEP BID PROCESS:

The first step of the process, the qualifying phase, is to ensure that the State of Utah will be contracting with the type(s) of vendor(s) that will provide for the special needs of the users and agencies and that these needs will be fulfilled in a professional way and timely manner. In order to be considered for the second phase or the pricing phase the vendor must meet all requirements of the first phase.

PHASE ONE- QUALIFYING:

The bidder must provide information for each of the requirements listed below that will assure the State of their ability to meet each of following requirements. **Please note, you must meet all of these requirements in order to proceed to Phase Two.**

Technical Requirements

1. Warranty must be all-inclusive with no exceptions on all contracted products. All parts must be fully covered for the full term of the manufacturer's published warranty. The published warranty must be at least 10 years in length and cover both parts and labor and three shifts with no limitations. All labor costs must be included in the warranty at no additional cost to the State of Utah. **Bidder must submit with their bid appropriate documentation (manufacturer's warranty) demonstrating compliance with all warranty requirements.**
2. Bidder must have a store front business in the Ogden through Provo metropolitan area with a show room where the contract users can view the products awarded on the contract. **Include all appropriate business address in the bid.**
3. The vendor(s) who is awarded a contract must have a website where the contract users can view the products awarded on this contract with the contract price. The website and graphics must be in a format acceptable to the State of Utah. **If the bidder does not have a website that has this capability, the bidder will need to state what timelines will be put in place to accomplish this objective should they receive a contract.**
It is the goal of the State that the contract users be able to order the product directly from this website. **Describe what steps your company has made toward this goal. Include the website address where the website can be viewed.**

4. Bidder must have and maintain one or two dedicated representatives available during regular working hours to provide customer service i.e. telephone calls, product questions, order placement, warranty questions. **Describe in the bid how this will be accomplished.**
5. Bidder must have and maintain one or two qualified service technicians on staff. **The bidder must submit with the bid, copies of certificates or other appropriate documentation from the manufacturer represented by the bidder. Describe the experience and expertise of these staff members.**
6. Bidder must have available hard copies of all catalogues awarded in this bid. In addition, bidders awarded contracts must provide a product catalogue specific to the State of Utah which will include pictures, product descriptions, and prices for all items awarded through this bid. All catalogues must be provided at no charge at the request of the contract user. **Include a copy of a user specific catalogue the bidder has provided in the past. If the bidder does not have an existing user specific catalogue describe what steps and timelines your company will put in place to accomplish this goal should they be awarded a contract.**
7. New Products within the awarded product line that meet the original quality and ergonomic requirements may be submitted by the contractor for add-on to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally awarded. **The bidder will provide a statement that they understand and will follow this policy.**
8. In the event that a product or model awarded under this contract is discontinued by the manufacturer, the contractor shall give official notification to the State requesting the removal of the discontinued product line/series from the contract. Such notification shall be supported by the manufacturer's public announcement regarding the product discontinuance. The removal of the product shall be final for the remaining term of the contract. The contractor shall not be allowed to provide a substitute product for the discontinued item under this contract. **Bidder will provide a statement that they understand and will follow this policy.**

9. All items shall be completely assembled when delivered. All pricing must include delivery and installation for all areas within the State of Utah. The contractor shall provide assistance in proper ergonomic set up with the end user. Installed delivery shall be defined as being completely assembled, delivered and set up at the specific designated location within the ordering agency. All packaging will be removed by the contractor. **Bidder will provide a statement that they understand and will follow this policy.**
10. **Bidder must list three references (company, address, phone, and contact person) where you have provided furniture in the last two years in the State of Utah.** These references will be contracted to determine, among other items, customer service, quality of service, repair/replacement /warranty work, delivery timelines, product recommendation.
11. **Bidder must demonstrate the ability to provide these services in all areas of the State. Describe your organization's plan and philosophy toward maintaining a staff that is qualified to provide the service requirements as described in this bid and how they will provide these required services through out the State of Utah..**
12. In case of a repair or replacement of a chair or other freestanding furniture under warranty becomes necessary, the contractor shall act as a servicing agent for the manufacturer to remedy the problem. All repair/replacement work shall be coordinated by the contractor. All repair work must be completed within one business week of initial notification. All defective products/components shall be replaced or exchanged by the contractor within seven days of initial notification. If the chair or other contracted furniture needs to be removed from the office where it is located, the contractor shall provide loaner furniture until repair or replacement can be completed. All repair/replacement work shall be completed at no cost to the State during the warranty period. The contractor is also required to have sufficient parts inventory. **Describe in the bid how the bidder will provide this service.**

13. **Bidder must include a statement that they understand that they must comply with all reporting requirements as described in this bid and they also understand that non compliance will result with termination of a resultant contract.**
14. All seating, desks, filing, storage cabinets and bookcases must meet or exceed ANSI/BIFMA(American National Standards Institute and Business and Institutional Furniture Manufacturer's Association) testing standards. **Documentation demonstrating these testing standards must be submitted with this bid.**
15. Bidder must have available an employee who can conduct ergonomic seminars for contract users to assure proper use, healthy work habits and proper interface with the user's furniture, if requested. **Describe in the bid the qualifications and experience of individual who will be providing this service.**

Office Seating Requirements

16. Bidder must have demonstration chairs available to take to any state facility for use on a trial basis at no charge. Failure to maintain availability of demonstration models during the contract may result in contract cancellation. **Describe in the bid how this will be accomplished.**
17. **Include a copy of the manufacturer's product non-obsolescence policy and availability of service for parts for chairs up to 20 years old.**
18. Bidder must have seating that accommodates a wide range of user sizes (e.g. 5th percentile female to 95th percentile male). **Describe in the bid the range and types of chairs that fit this requirement**

ATTACHMENT E
Freestanding Furniture
RC
Phase 1 Qualifying Phase

The bidder must meet all the requirements in order to proceed to Phase 2 pricing.

BIDDER NAME: _____ SCORE: _____

EVALUATOR: _____ DATE: _____

	Acceptable	Potentially Acceptable	Unacceptable	Evaluator notes
1. Warranty is all-inclusive with no exceptions and the published warranty is at least 10 years with three shifts, no limitations.				
2. The bidder has a store front business with a showroom within the Wasatch Front.				
3. The bidder has a website where the contract users can view awarded contract items, If the bidder does not have the website there is a plan that will be put in place to provide a website with the required information if awarded a contract.				
4. The bidder has one or two dedicated representatives to provide customer service during regular working hours.				
5. The bidder has a qualified service technician on staff and has included copies of certificates/documentation from the manufacturer the bidder represents.				
6. The bidder has included a copy of a product catalogue specific to an awarded contract user. If the bidder does not have the required catalogue, there is a plan that will be put in place to provide the catalogue if awarded a contract.				
7. The bidder has provided a written statement that they understand that new products within an awarded product line must meet the original requirements and				

have the same pricing.				
8. The Bidder has provided a written statement that they understand that discontinued items will not be substituted by other items and will require written notification.				
9. The bidder has provided a written statement that they agree to deliver all contracted items fully assembled and delivered to the agencies specifications.				
10. The bidder has included three references.				
11. The bidder has submitted their organization's philosophy and methods of providing service throughout the State of Utah.				
12. The bidder has submitted an appropriate plan to provide warranty/repair service for all bid items				
13. The bidder has provided a written statement that they will comply with all reporting requirements as described in this bid.				
14. All items submitted for consideration in this bid meet ANSI/BIFMA testing standards.				
15. Bidder has available employee(s) who can conduct ergonomic seminars and advise contract users.				
16. Bidder has demonstration chairs that will be available for use on a trial basis				
17. Non-obsolescence policy and availability of service for chairs up to 20 yrs old				
18. Wide range of seating available to fit all sizes of adults.				